



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

January 18, 2000

**TO ALL PROSPECTIVE OFFERORS:**

**Request for Proposal (RFP) TIRNO-99-R-00057**

The purpose of this cover letter is to provide additional information pertinent to this requirement and to summarize the salient elements of this solicitation. This letter is not an integral part of the solicitation. In the event of a conflict between the contents of this letter and the solicitation, the solicitation shall govern. Offerors are cautioned that the only person to be contacted for information regarding this requirement prior to contract award is the Contracting Officer.

**SET-ASIDE INFORMATION:**

This acquisition is 100% set-aside for small businesses. Proposals from other than small businesses will not be considered for award.

**ADDITIONAL INFORMATION:**

1. This solicitation and amendments, if any, to this solicitation, will be available via the IRS website at [www.procurement.irs.treas.gov](http://www.procurement.irs.treas.gov). No paper copy of the solicitation will be issued to any firm unless the firm specifically requests it by sending a fax to (202) 283-1514.
2. The Service Contract Act applies to this solicitation. Each firm intending to submit a proposal must request a Service Contract Act wage determination as soon as possible, but no later than the proposal due date by sending a fax to my attention at (202) 283-1514. This request must include the name of your firm and the location of the places of performance (i.e., the locations of your firm's offices where work will be performed). Please include the city, state and county of the places of performance. Once I receive the requests, I will forward them to the Department of Labor for the wage determination. Once I receive the wage determinations, I will forward them to your firm.
3. Due to the design of the SF 1449, some firms become confused regarding the location of the office to which proposals must be delivered. Please ensure that your proposal is addressed to my attention at:

The Internal Revenue Service  
Attn: Barry Kearns (A:P:O:B)  
A/C Procurement, Suite 700  
6009 Oxon Hill Rd.  
Oxon Hill, MD 20745

To ensure proper handling, please ensure the exterior of your proposal container is marked with

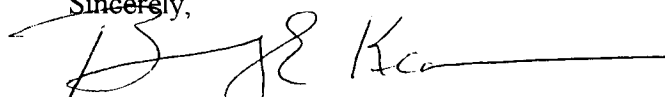
this solicitation number and the proposal due date and time.

4. In accordance with FAR 9.404 proposals are not solicited from firms that are debarred, suspended or proposed for debarment. Any proposals from such firms will not be considered for award.

5. If you have any questions you would like to have answered regarding this solicitation, please fax your questions to my attention at (202) 283-1514 at your earliest convenience, but no later than February 10, 2000 to give us time to prepare responses prior to the receipt of proposals.

I am the Contracting Officer for this acquisition. I can be reached on (202) 283-1341. All written correspondence should cite the RFP number, TIRNO-99-R-00057, and should be telefaxed to my attention at (202) 283-1514.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. E. Kearns', followed by a horizontal line.

Barry E. Kearns  
Contracting Officer



**PRICING SCHEDULE****B.1 Scope Of Work**

- a. The contractor shall furnish to the Internal Revenue Service non-personal services, generally described in the statement of work as specified in written task orders, issued by the Contracting Officer in accordance with procedures described elsewhere in this contract.

b. Prices

The contractor shall provide all necessary labor, materials equipment and supplies to perform the work described in each task order in accordance with all contract terms and conditions, and based on the hourly rates in the contract.

The hourly rates identified in the rate schedule below, for the base period and the option periods, shall be used by the contractor and the Government in negotiating and determining firm-fixed prices for task orders under the contract. Labor costs for each task will be determined by multiplying the number of hours negotiated for each discipline by the corresponding rates shown in the rate schedule.

c. Minimum and Maximum Contract Obligations

The minimum contract amount per period is \$20,000.00. The maximum contract amount per period is \$2,500,000.00. The maximum contract value is \$12,500,000.

**B.2 Rate Schedule**

The following hourly fixed rates shall apply for pricing, negotiation and payment purposes for the duration of the contract. The fixed hourly rates are fully burdened and include salary, overhead, and profit. The Contractor shall use the same classification of disciplines as stated in this section under the column "Discipline" in pricing each task order. The definition for each discipline is provided in the attachments to this contract. These definitions shall be adhered to by the contractor in proposing the disciplines to be employed on a specific task order and in proposing personnel for work under the task orders. Other direct costs such as reproduction costs shall be separately priced for each task order. With the exception of travel costs, all other direct costs shall be fixed price for each task order. The individual Requests for Task Order Proposals (RFTOPs) will indicate whether or not travel costs will be fixed price or cost reimbursement for that particular order.

**Hourly Rates for the base period from Contract Award to May 14, 2001**

DISCIPLINE	HOURLY RATE
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*General Project Management*

0001 Principal	\$ _____
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0002 Project Director	\$ _____
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0003 Senior Project Manager	\$ _____
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0004 Project Manager	\$ _____
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0005 Specifications Writer	\$ _____
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0006 Budget/Cost Analyst	\$ _____
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*Facility Planning Support*

0007 Senior Strategic Planner	\$ _____
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0008 Strategic Planner	\$ _____
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0009 Process Analyst	\$ _____
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*Programming, Space Planning & Furniture Management*

0010 Facility Planner	\$ _____
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0011 Asset Manager	\$ _____
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*Relocation Management/Systems Integration Coordination*

0012 Relocation Specialist	\$ _____
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**Hourly Rates for the first option period May 15, 2001 to May 14, 2002**

## DISCIPLINE

## HOURLY RATE

*General Project Management*

1001 Principal \$ \_\_\_\_\_

1002 Project Director \$ \_\_\_\_\_

1003 Senior Project Manager \$ \_\_\_\_\_

1004 Project Manager \$ \_\_\_\_\_

1005 Specifications Writer \$ \_\_\_\_\_

1006 Budget/Cost Analyst \$ \_\_\_\_\_

*Facility Planning Support*

1007 Senior Strategic Planner \$ \_\_\_\_\_

1008 Strategic Planner \$ \_\_\_\_\_

1009 Process Analyst \$ \_\_\_\_\_

*Programming, Space Planning & Furniture Management*

1010 Facility Planner \$ \_\_\_\_\_

1011 Asset Manager \$ \_\_\_\_\_

*Relocation Management/Systems Integration Coordination*

1012 Relocation Specialist \$ \_\_\_\_\_

**Hourly Rates for the second option period May 15, 2002 to May 14, 2003**

DISCIPLINE	HOURLY RATE
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*General Project Management*

2001 Principal	\$ _____
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2002 Project Director	\$ _____
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2003 Senior Project Manager	\$ _____
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2004 Project Manager	\$ _____
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2005 Specifications Writer	\$ _____
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2006 Budget/Cost Analyst	\$ _____
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*Facility Planning Support*

2007 Senior Strategic Planner	\$ _____
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2008 Strategic Planner	\$ _____
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2009 Process Analyst	\$ _____
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*Programming, Space Planning & Furniture Management*

2010 Facility Planner	\$ _____
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2011 Asset Manager	\$ _____
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*Relocation Management/Systems Integration Coordination*

2012 Relocation Specialist	\$ _____
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**Hourly Rates for the third option period May 15, 2003 to May 14, 2004**

DISCIPLINE	HOURLY RATE
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*General Project Management*

3001 Principal	\$ _____
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3002 Project Director	\$ _____
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3003 Senior Project Manager	\$ _____
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3004 Project Manager	\$ _____
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3005 Specifications Writer	\$ _____
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3006 Budget/Cost Analyst	\$ _____
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*Facility Planning Support*

3007 Senior Strategic Planner	\$ _____
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3008 Strategic Planner	\$ _____
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3009 Process Analyst	\$ _____
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*Programming, Space Planning & Furniture Management*

3010 Facility Planner	\$ _____
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3011 Asset Manager	\$ _____
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*Relocation Management/Systems Integration Coordination*

3012 Relocation Specialist	\$ _____
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**Hourly Rates for the fourth option period May 15, 2004 to May 14, 2005**

DISCIPLINE	HOURLY RATE
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*General Project Management*

4001 Principal	\$ _____
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4002 Project Director	\$ _____
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4003 Senior Project Manager	\$ _____
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4004 Project Manager	\$ _____
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4005 Specifications Writer	\$ _____
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4006 Budget/Cost Analyst	\$ _____
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*Facility Planning Support*

4007 Senior Strategic Planner	\$ _____
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4008 Strategic Planner	\$ _____
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4009 Process Analyst	\$ _____
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*Programming, Space Planning & Furniture Management*

4010 Facility Planner	\$ _____
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4011 Asset Manager	\$ _____
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*Relocation Management/Systems Integration Coordination*

4012 Relocation Specialist	\$ _____
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## SECTION I

### CONTRACT TERMS AND CONDITIONS

#### **A. 52.212-4 CONTRACT TERMS AND CONDITIONS ---- COMMERCIAL ITEMS (May 1999)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting

Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
  - (2) Invoice date;
  - (3) Contract number, contract line item number and, if applicable, the order number;
  - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (6) Terms of any prompt payment discount offered;
  - (7) Name and address of official to whom payment is to be sent; and
  - (8) Name, title, and phone number of person to be notified in event of defective invoice.
- Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the

Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

**B. ADDENDUM TO FAR 52.212-4:****1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far/facframe.html](http://www.arnet.gov/far/facframe.html)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.217-8	OPTION TO EXTEND SERVICES "within sixty (60) days of contract expiration"	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT  (a) "...within thirty (30) calendar days of contract expiration..." (c) "...sixty (60) months"	NOV 1999
52.216-18	ORDERING  (a) "...Contract award through May 14, 2001 and during any option periods if the option periods are exercised."	OCT 1995
52.216-19	ORDER LIMITATIONS  (a) Minimum Order..."\$1,000.00"  (b) Maximum Order...  (1) "\$1,000,000.00"  (2) "\$1,000,000.00"  (3) "Not Applicable"  (d) "...10 days..."	OCT 1995

52.216-22 INDEFINITE QUANTITY OCT 1995

(d) "Not Applicable"

52.227-14 RIGHTS IN DATA – GENERAL JUN 1987

52.227-19 COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS JUN 1987

2. Invoices - In addition to the requirements contained in FAR 52.212-4 (g)(1)-(8), for an invoice to be proper it must contain the contractor's taxpayer identification number/employer identification number. The contractor shall provide a copy of all invoices to the COTR and Contracting Officer simultaneous to submission to the payment office.

3. Task Order Procedures.

(a) All work to be performed under this contract will be done under task orders. In accordance with FAR 16.505, all task orders will be competitively solicited and awarded, meaning that all awardees will be given a fair opportunity to compete, unless the Contracting Officer determines that (i) the order is under \$2,500; (ii) the agency need for the services is so urgent that providing fair opportunity would result in unacceptable delays; (iii) only one contractor is capable of providing the services at the level of quality required because the services are unique or highly specialized; (iv) the order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order or; (v) it is necessary to place an order to satisfy a minimum guarantee.

(b) As tasks arise the Government will issue a request for task order proposal (RFTOP) to the Contractors. The RFTOP will include the following:

- (i) A detailed description of the work
- (ii) The period of performance or required completion date
- (iii) Reporting requirements and deliverables
- (iv) A date for receipt of the proposal
- (v) A listing of key personnel categories. (Note: The IRS may request the contractor to provide, with its proposal, the percentage of time the key personnel will be dedicated to this task order versus other task orders.) .

- (vi) The selection criteria, if any, and their relative importance, to be used in choosing the awardee. The IRS reserves the right to choose the selection criteria for each RFTOP. Such criteria may include past performance (including past performance on previous task orders under this contract), technical approach or management plan. The IRS also reserves the right to require oral presentations. The Government will always evaluate price/cost.
- (vii) A description of the format for the submission of the price proposal, including whether or not travel will be on a fixed price or cost reimbursement basis.

The RFTOP will provide the contractors with the required proposal due dates. Typically the contractors shall be required to respond within fourteen (14) calendar days. In urgent situations, contractors typically shall be required to respond within seven (7) calendar days. Contractors declining to propose shall provide the contracting officer with a memo or e-mail stating they are declining to propose.

(c) The Contractor shall submit a proposal in accordance with the instructions in the RFTOP and in compliance with the terms and conditions of this basic contract. Specifically, rates for labor shall be those established in the contract section entitled "Pricing Schedule." The Contractor is prohibited from proposing on labor disciplines or prices not included in the Pricing Schedule unless prior authorization is obtained from the Contracting Officer. The Contractor shall also provide a price breakdown showing other direct costs, subcontractor costs and travel. Overhead, general and administrative expenses and profit will not be allowed other direct costs, subcontractor costs or travel. The RFTOP will indicate whether or not travel will be on a cost reimbursement or a fixed basis for the particular order. For travel costs on a reimbursable basis, reimbursement will be in accordance with FAR 31.205-46 "Travel Costs. (Note: The labor rates to be used in a specific task order are those in effect for the period when work under the task order is scheduled to commence. For example, if work is scheduled to begin at the end of the base period, but will extend into the first option period, the rates to be used will be those established in the base period.) Additionally, the Contractor's proposal shall provide a detailed breakdown based on the schedule of deliverables in the task order. For example, if the proposal contains two hundred hours of project manager time, the amount of the project management time for each deliverable shall be proposed separately in the breakdown. Pricing for all tasks, with the possible exception of travel related costs, shall be fixed price. Nothing in this contract shall be construed by the contractor as implying that any tasks will be priced on a cost reimbursement, time and materials or labor hours basis.

(d) The Contractor shall also submit a list of key personnel proposed on the task order. The Contractor shall submit resumes for key personnel for each task order unless a resume was previously submitted.

(e) At the conclusion of negotiations, the Contracting Officer will issue a written task order to the Contractor. The Contractor is not authorized to commence work prior to issuance of a written task order by the Contracting Officer unless prior authorization has been received from the Contracting Officer.

(f) The Government will pay the Contractor the fees established in the task order upon acceptance of the deliverables in the task order.

(g) 1052.216-9000      TASK/DELIVERY ORDER      MAR 1996  
OMBUDSMAN

(a) In accordance with 41 U.S.C. 253j(e), the IRS Task Order/Delivery Order Contract Ombudsman is the Chief, policy and Procedures Branch, Office of Procurement Policy.

(b) Ombudsman Responsibilities:

- (i) address contractor concerns regarding compliance with the award procedures for task/delivery orders;
- (ii) review contractor complaints on task/delivery order contracts;
- (iii) ensure all contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with 41 U.S.C. 253j(b); and
- (iv) when requested, maintain strict confidentiality of the vendor/contractor requesting assistance.

(c) Exceptions:

The Ombudsman shall not participate in:

- (i) the evaluation of proposals submitted on the basic contract;
- (ii) the source selection process on the basic contract; or
- (iii) the adjudication of formal contract disputes arising under the basic contract or any individual order issued under it.

(d) Interested parties may contact the Task/Delivery Order Contract Ombudsman by calling the Office of Procurement Policy or in writing at:

Internal Revenue Service  
Office of Procurement Policy A:P:P  
6009 Oxon Hill Rd.  
Oxon Hill, MD  
Attn: Tim Shaughnessy

4. Addendum to FAR 52.212-4(a)



1052.201-70 Contracting Officer's Technical Representative (COTR) Designation and Authority (Sep 1997)

(a) The contracting Officer's technical representative is Skip Carroll. He can be reached at (202) 283-9397.

(b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative identified in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the statement of work. The COTR does not have the authority to issue technical direction that:

(1) constitutes a changes of assignment or additional work outside the statement of work;

(2) constitutes a change as defined in the clause "Changes";

(3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) changes any of the terms, conditions, or the statement of work;

(5) interferes with the contractor's right to perform under the terms and conditions of the contract; or,

(6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c.) above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "disputes."

5. Contract Type - This is an indefinite delivery/indefinite quantity contract with task orders to be issued on a fixed price basis.

(End of clause)

**C. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS. (May 1999)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

*[Contracting Officer shall check as appropriate.]*

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

N/A (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

N/A (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

N/A (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

N/A (ii) Alternate I to 52.219-5.

N/A (iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

N/A (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

N/A (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) N/A Alternate I of 52.219-23.

N/A (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

N/A (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

N/A (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

N/A (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

\_\_\_ (18) [Reserved]

N/A (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).

N/A (20) 52.225-19, European Union Sanction for Services (E.O. 12849).

N/A (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

\_\_\_ (ii) Alternate I of 52.225-21.

X (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

N/A (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

N/A (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

N/A (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

N/A (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

*[Contracting Officer check as appropriate.]*

X (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

N/A (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

N/A (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the

settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

**SECTION II**

**CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

ITEM DESCRIPTION	DATE	PAGES
1. STATEMENT OF WORK	01/18/2000	9
2. JOB/POSITION DESCRIPTIONS	01/18/2000	18
3. SERVICE CONTRACT ACT WAGE DECISION	TBD	TBD

### SECTION III

#### SOLICITATION PROVISIONS

##### **A. 52.212-1 INSTRUCTIONS TO OFFERS ---- COMMERCIAL ITEMS (NOV 1999)**

(a) *Standard industrial classification (SIC) code and small business size standard.* The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the

offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.* (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section  
Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the



DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

**C. ADDENDUM TO FAR 52.212-1 SUBPARAGRAPH (b)(6):** Offerors must return the pricing schedule with all information filled in.

**D. ADDENDUM TO FAR 52.212-1 SUBPARAGRAPH (b)(10) “Past Performance Information”:** Offerors must fill out and submit the following forms:

**Please use this form for providing information relating to Evaluation Factor I – “Past Performance – Key Personnel”**

Instructions: Provide the information requested below. A separate form should be provided for each employee (i.e., Principal, Project Director, Senior Project Manager) for each project /contract on which the employee has worked meaning you should submit no more than nine of these forms for evaluation. Also, while we request you provide the information in as concise a manner as possible, you are not required to limit this form to one page. Use more pages if you need to do so. You are not required to limit your responses to projects involving just the federal government. We encourage you to submit projects from state and local governments and from the private sector as well.

Your company name: \_\_\_\_\_

Job Title: (Principal, Project Director, Senior Project Manager)

\_\_\_\_\_

Name of Employee: \_\_\_\_\_

Number of Years the Employee has been with the Company in this, or a similar, position

\_\_\_\_\_

Provide the following information regarding the project/contract the employee has worked on since January 1997 including:

1. The name of a client/customer point of contact and phone number:
2. A brief description of the work, including the approximate square footage of the buildings involved and the type of work the employee performed (i.e., relocation management; programming, space management and furniture management; facility planning support):

3. The approximate number of customer/client personnel serviced during the project. The approximate number of company employees the employee supervised during the project.
4. What were the contract/project start date and contract/project completion date?

**Please use this form for providing information relating to Evaluation Factor II – “Past Performance – Company”**

Instructions: Provide the information requested below. A separate form should be provided for each project/contract. You should submit no more than 10 of these forms. Also, while we request you provide the information in as concise a manner as possible, you are not required to limit this form to one page. Use more pages if you need to do so. You are not required to limit your responses to projects involving just the federal government. We encourage you to submit projects from state and local governments and from the private sector as well.

Your company name: \_\_\_\_\_

Provide the following information regarding the project/contract your company has worked on since January 1997 including:

1. The name of a client/customer point of contact and phone number:
2. A brief description of the work, including the approximate square footage of the buildings involved and the type of work performed (i.e., relocation management; programming, space management and furniture management; facility planning support):
3. The approximate number of customer/client personnel serviced during the project. The approximate number of company employees working on the project/contract.
4. What were the contract/project start date and contract/project completion date?
5. In accordance with FAR 15.305 (a)(2)(ii), you may also submit information on problems encountered on the project and the actions your firm took to address these problems.

**Please use this form for providing information relating to Evaluation Factor III – “Geographical Location”**

Instructions: Provide the information requested below.

Name and Addresses of those locations within the geographical region where your firm has a “normal place of business.”

Business Name: \_\_\_\_\_

Address:

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Work Conducted at this location:

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**E. ADDENDUM TO FAR 52.212-1 (c) *Period for acceptance of offers*** - The offeror agrees to hold the prices in its offer firm for 75 calendar days...

**E. ADDENDUM TO FAR 52.212-1 SUBPARAGRAPH (h) “Multiple Awards”:**

The Government intends to award three to five contracts for the services described in this solicitation. However, the Government reserves the right to award less than three contracts or more than five contracts.

**G. 52.212-2 EVALUATION—COMMERCIAL ITEMS (Jan 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

**FACTOR I: PAST PERFORMANCE - KEY PERSONNEL (MAXIMUM 450 POINTS)**

The Government will evaluate the past performance of the proposed key personnel (defined as the Principal, Project Director, Senior Project Managers) on:

**I.1 Relocation Management - (Maximum of 175 points)**

Contractor personnel will be evaluated on past performance in Project Scheduling, Procurement Scheduling and Coordination, Project Monitoring, Vendor Coordination, Furniture Reuse Coordination, Vendor Scope of Work Development, Move Coordination, Post-Move Problem Resolution Process Management and Budgeting/Cost Control.

**I.2 Programming, Space Management & Furniture Management - (Maximum of 150 points)**

Contractor personnel will be evaluated on past performance in Space Programming, Blocking and Stacking, Space Planning and Furniture Inventory Management.

**I.3 Facility Planning Support - (Maximum of 125 points)**

Contractor personnel will be evaluated on their past performance in Strategic Facility Planning, Facility Management Process Development and Facility Budgeting Services.

Under this factor, the personnel being evaluated will receive higher scores for work on contracts (Note: contracts/projects may be with private firms or with federal, state or local governments) of similar size and complexity. 'Similar size and complexity' for the purpose of the evaluation means: average of 100 - 1,000 client/customer employees serviced; 5 - 10 employees supervised; and square footage of the projects (projects should be for a minimum of 20,000 and a maximum of 1,000,000 square feet). The Government may, at its discretion, obtain and evaluate information from sources other than those provided by the offeror. The Government will also evaluate the number of years the key personnel identified by the proposer, i.e. Principal, Project Director and Sr. Project Managers, have been with the company in positions similar to the positions under this contract. No more than three projects/contracts should be provided for each employee. All projects/contracts must have been active on or after January, 1997. The Government will not evaluate any projects which ended before January, 1997. The past performance evaluation includes the IRS asking your previous customers/clients questions about the quality and timeliness of services provided by the Principal/Project Director/ Senior Project Manager, the effectiveness of the Principal/Project Director/ Senior Manager in managing the project and the overall satisfaction of your client/customer with the Principal/Project Director/ Senior Manager."

**FACTOR II: PAST PERFORMANCE - COMPANY (MAXIMUM 550 POINTS)**

The Government will evaluate the past performance of the company on:

**II.1 Relocation Management - (Maximum of 175 points)**

The proposer will be evaluated on past performance in Project Scheduling, Procurement Scheduling and Coordination, Project Monitoring, Vendor Coordination, Furniture Reuse Coordination, Vendor Scope of Work Development, Move Coordination, Post-Move Problem Resolution Process Management and Budgeting/Cost Control.

II.2 Programming, Space Management & Furniture Management - (Maximum of 150 points)

The company will be evaluated on past performance in Space Programming, Blocking and Stacking, Space Planning and Furniture Inventory Management.

II.3 Project Budgeting and Budget Monitoring - (Maximum of 125 points)

The company will be evaluated on past performance in project budgeting and budget monitoring and developing tracking and reporting systems

II.4 Facility Planning Support - (Maximum of 100 points)

The company will be evaluated on past performance in Strategic Facility Planning, Facility Management Process Development and Facility Budgeting Services.

Under this factor, the company being evaluated will receive higher scores for work on contracts/projects (Note: contracts/projects may be with private firms or with federal, state or local governments) of similar size and complexity. 'Similar size and complexity' for the purpose of the evaluation means: average of 100 - 1,000 client/customer employees serviced; 5 - 10 employees supervised; and square footage of the projects (projects should be for a minimum of 20,000 and a maximum of 1,000,000 square feet). The Government may, at its discretion, obtain and evaluate information from sources other than those provided by the offeror. For proposers having no previous relevant past performance history, the IRS will evaluate information regarding predecessor companies or management personnel, other than those submitted as the Principal/Project Director/Senior Project Manager under Factor I, provided that you tell us in your offer that you want us to evaluate your firm in this manner. You may also provide information on performance problems encountered on previous contracts and the corrective actions your firm took to address these problems. Also, you may submit information for subcontractors or joint venture partners for evaluation. For the purposes of evaluation under this factor, subcontractors and joint ventures will be evaluated as though they were part of your firm. No more than ten projects/contracts should be provided by your firm. All projects/contracts must have been active on or after January, 1997. The Government will not evaluate any projects which ended before January, 1997. The past performance evaluation includes the IRS asking your previous customers/clients questions about the quality and timeliness of services your firm provided, the effectiveness of your firm in managing the project and the overall satisfaction of your client/customer with your firm."

**FACTOR III: PAST PERFORMANCE - GEOGRAPHICAL LOCATION (MAXIMUM 100 POINTS)**

III.1 The Government will award 100 points for firms that have a Normal place of business in the region (i.e., in one of the States listed in the statement of work) for which they are proposing. A "normal place of business" for the purposes of this evaluation is defined as a location from which the offeror has conducted, and is conducting, business similar to the work to be conducted under this contract for other customers/clients. Firms not having such an office will not be excluded from receiving an award, but will receive 0 (zero) points for this factor."

Technical and past performance, when combined, are significantly more important than cost or price (b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

**G. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –  
COMMERCIAL ITEMS (Oct 1999)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:



(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal

appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate.* (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

*(List as necessary)*

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products.

Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Insert line item numbers)*

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Insert line item numbers)*

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) *Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.* (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic

end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

*List as necessary)*

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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*(Insert line item numbers)*

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) *Alternate I.* If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision: (g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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*[Insert line item numbers]*

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

## **H. ADDENDUM TO FAR 52.212-3**

### **COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

- (a) The offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [ ], has not [ ] submitted the most recent reports required by 38 U.S.C. 4212(d).
- (b) An offeror who has checked “has not” may not be awarded a contract until all the required reports are filed. (31 U.S.C. 1354)